

## **ORGANIZATION/INSTITUTION MEMBER AGREEMENT**

### **Bethesda Energy Cooperative, Incorporated**

#### **D/B/A GreenSavings.Coop**

This Organization/Institution Member Agreement (hereinafter referred to as the "Agreement") is made by and between The Town of Garrett Park, PO Box 84, Garrett Park, MD, 20896, (hereinafter and inclusively referred to as the "Organization") and Bethesda Energy Cooperative, Incorporated, D/B/A GreenSavings.Coop (hereinafter and inclusively referred to as the "Coop") sets forth the terms and conditions under which Organization and Coop agree to operate. (Organization and Coop are also hereinafter collectively referred to as the "Parties" and each individually as a "Party.")

#### **RECITALS**

WHEREAS the Coop is a Maryland Consumer Cooperative formed for the purpose of harnessing the power of collective buying to provide real value to its Members (Organizations, Institutions, Individuals and Associates) by giving them substantial discounts on energy saving and related sustainable energy products and services; and

WHEREAS the Organization is a Town in Maryland with Residents, some of whom are likely to benefit from the substantial discounts on energy saving and related sustainable energy products and services that are available from the Coop;

NOW THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, for themselves and for their successors and assigns, hereby agree as follows:

This Agreement shall become effective as of January 1, 2013 (the "Effective Date") and shall remain in effect until terminated, as permitted hereunder.

The Coop agrees as follows:

1. The Coop shall forego its usual Initial Fee and Annual Fees for the Organization and shall give the Organization a free Organization Membership in the Coop. The Organization shall be entitled, at its sole discretion, to receive all of the usual Coop benefits, including discounts and recommendations.
2. The Coop shall also forego the Initial Fee and Annual Fees for the Organization's Residents and shall allow them to join the Coop as Initial Members for a one-time fee of only \$30. Initial Members will receive all of the usual and customary Coop benefits, including discounts and recommendations.

Both Parties agree to cross-promote each other on their web sites, and/or as otherwise mutually agreed. The Organization's logo will be featured on the Coop's home page, along with those of other Organization Members. The Parties agree to work together to

develop marketing plans that will publicize the Organization's substantial "green" initiatives" and will create an awareness of the availability of the Initial Member benefits for the Organization's faculty, students and employees. Both Parties shall have the right to pre-approve any public communication disseminated about it by the other Party.

This Agreement shall not confer to either Party any rights to the intellectual property of the other party.

Both Parties agree to use any trade names, logos, insignia, trademarks, service marks, and the like (hereinafter the "Marks") only in accordance with instructions, rules, and procedures prescribed by the owner of the Marks.

Both Parties agree that all goodwill associated or identified with the Marks shall inure directly and exclusively to the benefit of, and is the property of, their owner. Immediately upon the termination of this Agreement, each Party agrees to cease and forever abstain from using the Marks of the other Party.

Each Party agrees that its use of the other Party's Marks shall not contain any statement or material that may, in the sole judgment of the owning Party, tend to bring disparagement, ridicule, or scorn upon such Party, the Marks, or the goodwill associated therewith.

Either Party may terminate this Agreement upon thirty (30) days prior written notice with or without cause.

The terms and conditions of this Agreement and any information provided by the Parties pursuant to this Agreement shall be treated as confidential.

The Parties are not agents, employees, or joint venturers of the other Party, and neither Party has any authority to bind the other party by contract or otherwise to any obligation, and neither Party will represent to the contrary, either expressly, implicitly, by appearance or otherwise.

**IN WITNESS WHEREOF**, this Agreement shall be effective as of the day and year first written above.

Bethesda Energy Cooperative, Inc.  
D/B/A GreenSavings.Coop

The Town of Garrett Park

By:

By:

\_\_\_\_\_  
Michael Kennedy

\_\_\_\_\_  
Peter Benjamin

Title: President

Title: Mayor